

WHITE MOUNTAIN VIEW ESTATES

WE, THE UNDERSIGNED, being the owners of all the lots located in WHITE MOUNTAIN VIEW ESTATES, a subdivision located in Otero County, New Mexico, the plat of which was recorded in Book 25 at Pages 35-40 of the records of Otero County, New Mexico, on the 5th day of October, 1979, do hereby consent and agree that the following Restrictive Covenants shall be in full force and effect on the property within said WHITE MOUNTAIN VIEW ESTATES from the date of recording this instrument, to-wit:

1. All lots of said tract shall be known and described as residential lots. A maximum of two (2) residential houses can be built on any one lot. Out-buildings incidental to and consistent with residential use of the lot may be constructed.

2. All lots shall have at least one (1) 18" drainage pipe installed in the bar ditch where any driveway or roadway going from the main road to the lot is located. It shall be the responsibility of the owner of the lot to maintain such drainage pipe or pipes and to keep them free and clear of all debris.

3. Mobile homes and prefabricated buildings may be placed on the lots in this subdivision. No mobile home having less than six hundred fifty (650) square feet of living space, shall be allowed. Mobile homes shall be on a foundation and skirted in such a manner as to give the impression of being permanent. Skirting shall be constructed within ninety (90) days of installation of the mobile home on the property.

4. Temporary dwellings may be located on any lot or lots during the period of actual or continuous construction of a residence for a period not to exceed twelve consecutive months from the date of the start of construction, whichever period is shorter.

5. No outdoor-type toilet shall be erected or maintained in the subdivision, except by prior approval of the developer as outdoor portable toilets may be on the premises during the actual period of construction as may be required by State or Federal Law. All toilets shall be located inside the principal buildings and shall be connected with proper septic tanks or sewage disposal system that conforms with the State of New Mexico and Otero County health laws and regulations.

6. All residential dwellings constructed on said lots shall be of standard construction and no old or second-hand building shall be moved on any lot in this subdivision unless the same be in conformance with the same standards as those required by the plumbing, electrical and other safety codes relating to residential dwelling of the State of New Mexico. No business or profession, manufacturing operation, commercial enterprise, or public or commercial amusement enterprise shall be conducted, operated or maintained on any lot.

7. Lots may be subdivided into two tracts. Any tract so subdivided shall contain no less than 40% of the area of the original unsubdivided lot. Where one of such subdivided tracts does not front on a public street, driveway and utility easements thirty feet wide shall be provided across the other tract. Where an easement is required for utility access only, said utility easement shall be fifteen feet wide.

No portion of any lot shall be leased or permission granted to another person, firm or corporation for the purpose of constructing a residential building thereon or any out-buildings to be used in connection with the residence of another lot.

8. No buildings or other construction, except fences, shall be erected or placed upon any lot so that any part of it shall be situated closer than 25 feet to a front property line, or 15 feet from side property lines, and in regard to corner lots, closer than 15 feet to any side street.

9. Any dwelling constructed on a lot shall be constructed with a finished exterior within the period of construction as defined in paragraph (3) above.

10. No brush, trash, or other materials shall be burned except in compliance with the fire regulations of the appropriate regulatory agency.

11. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

12. No garbage, refuse, junk, trash, or obnoxious or offensive material shall be permitted to accumulate on any lot, and the owner or owners of each lot shall cause the same to be disposed of by and in accordance with accepted sanitary practices. All garbage shall be disposed of in accordance with the regulations of the State of New Mexico and any of its subdivisions. Such garbage shall be removed by the lot owner to a sanitary land fill provided by Otero County or by arrangement with a garbage removal service.

13. No swine shall be maintained on said premises, nor any feed lot operation nor commercial kennel, nor caged fowl or poultry operation may be maintained or kept on said premises.

14. No work or exploration for any minerals, or mining of any minerals or quarrying of any rock minerals, soil or material of any nature shall be conducted on any lot or portion thereof, nor shall any excavation of any nature be made upon any lot or portion thereof except as may be incident to the installation of utility services, drainage lines, excavations incident to the grading and preparation of building sites, the construction of dwelling and/or swimming pools and the grading of roads and streets.

15. No signs of any character shall be permitted to be placed or maintained on any lot except a sign not larger than 72 square inches setting forth the name of the owner or occupant of said lot. All other signs are prohibited.

16. No driveway entrances shall be constructed against or across drainage easements or drainage ditches in such a manner as to in any way prohibit the flow of water through such drainage easements. The developer reserves the right to require all such driveways to meet specifications as set forth by the developer. Installation and maintenance of any such culverts and/or driveway entries shall be the responsibility of the owner.

17. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under it, their heirs, successors, and assigns unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded agreeing to change said restrictions in whole or in part or releasing any portion of the property in said subdivision from any one or more, or all, of said Restrictive Covenants.

18. All of the Restrictive Covenants contained herein are for the benefit of any and all of the owners of the lots within the boundaries of the subdivision, and if the undersigned owner of any of its assigns, or successors in interest shall violate or attempt to violate any of such Restrictive Covenants, then it shall be lawful for any other person or persons owning land within said boundaries, and for the Architectural Control Committee to prosecute any proceeding at law or in equity to recover damages or to enjoin such act and to have any and all further legal and equitable relief. The word "persons" as used herein means any individual, partnership, firm, company, trust association, corporation, or other entity of whatsoever nature.

19. Invalidation of any one of these covenants shall remain in full force and effect.

WITNESS our hand and seal this 1 day of March, 1983

LOT 1

Dave Markland Raquel Markland
Dave Markland Raquel Markland

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF April, 1983, BY DAVE & RAQUEL MARKLAND.

Brenda Smith
Notary Public

MY COMMISSION EXPIRES: 9-4-83

LOT 2

Melvin E. Durant Dorothy L. Durant
Melvin E. Durant Dorothy L. Durant

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF April, 1983, BY MELVIN E. AND DOROTHY L. DURANT.

Brenda Smith
Notary Public

MY COMMISSION EXPIRES: 9-4-83

LOT 3

Kendall J. Hocker Barbara Hocker
Kendall J. Hocker Barbara Hocker

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF April, 1983, BY KENDALL J. & BARBARA HOCKER.

Brenda Smith
Notary Public

MY COMMISSION EXPIRES: 9-4-83

LOTS 4, 5, 7, 9, 10, 11, 12, 15, 16, 17, 19, 20, & 21

Fred L. Tidwell
Fred L. Tidwell

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF April, 1983, BY FRED L. TIDWELL.

Brenda Smith
Notary Public

MY COMMISSION EXPIRES: 9-4-83

Randy Clements Bonnie Clements
William Keith Bartlett Reva B. Bartlett
William Keith Bartlett Reva B. Bartlett

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF April, 1983, BY RANDY & BONNIE CLEMENTS & WILLIAM KEITH BARTLETT & REVA B. BARTLETT

Brenda Smith
Notary Public

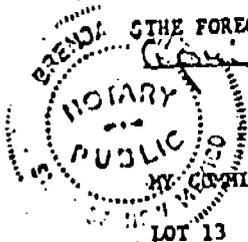
MY COMMISSION EXPIRES: 9-4-83

LOT 8

Jeffrey A. Boroski
Jeffrey A. Boroski

Carla D. Boroski
Carla D. Boroski

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF April, 1983, BY JEFFREY A & CARLA D. BOROSKI.



Brenda Smith
Notary Public

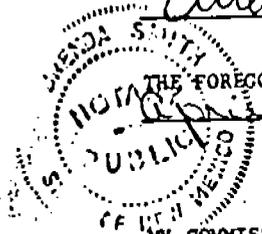
MY COMMISSION EXPIRES: 9-4-83

LOT 13

Arthur C. Sharkey
Arthur C. Sharkey

Christine R. Sharkey
Christine R. Sharkey

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF April, 1983, BY ARTHUR C. AND CHRISTINE R. SHARKEY



Brenda Smith
Notary Public

MY COMMISSION EXPIRES: 9-4-83

LOT 14

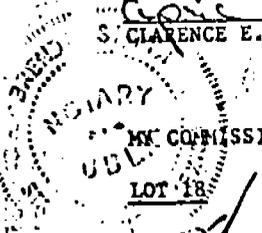
Arthur C. Sharkey
Arthur C. Sharkey

Christine R. Sharkey
Christine R. Sharkey

Clarence E. Graves
Clarence E. Graves

Patsy H. Graves
Patsy H. Graves

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF April, 1983, BY ARTHUR C. & CHRISTINE R. SHARKEY & CLARENCE E. GRAVES.



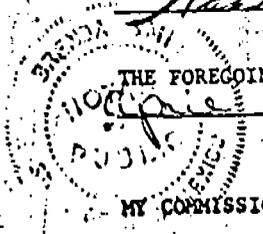
Brenda Smith
Notary Public

MY COMMISSION EXPIRES: 9-4-83

LOT 18

Wanda S. Rice
Wanda S. Rice

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF April, 1983, BY WANDA S. RICE.



Brenda Smith
Notary Public

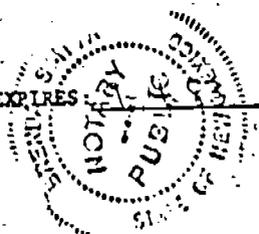
MY COMMISSION EXPIRES: 9-4-83

LOT 22

Jimmy A. Hall
Jimmy A. Hall

Sharon M. Hall
Sharon M. Hall

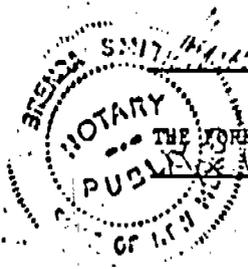
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF May, 1983, BY JIMMY A AND SHARON M. HALL.



Brenda Smith
Notary Public

MY COMMISSION EXPIRES: 9-4-83

LOT 23



Harold E. Kent & Inge Kent
Harold E. Kent Inge Kent

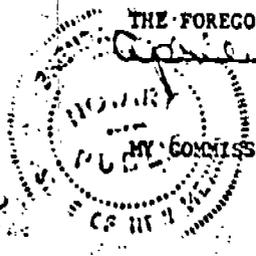
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF
1983, BY HAROLD E. & INGE KENT.

Brenda Smith
Notary Public

MY COMMISSION EXPIRES: 9-4-83

LOT 24

Veronica Miramontes
Veronica Miramontes



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF
1983, BY VERONICA MIRAMONTES.

Brenda Smith
Notary Public

MY COMMISSION EXPIRES: 9-4-83

Lot #4 & #5

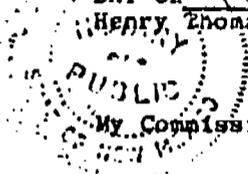
Henry R. Silva
Henry R. Silva

Beatrice G. Silva
Beatrice G. Silva

Henry Thomas Silva
Henry Thomas Silva

Greg Frank Silva
Greg Frank Silva

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF May, 1983, Henry R. Silva and Beatrice G. Silva, Henry Thomas Silva and Greg Frank Silva.



Brenda Smith
Notary Public

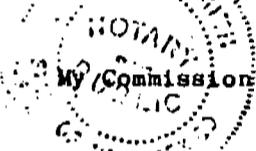
My Commission Expires: 9-4-83

Lot #11

Robert B. Fifer
Robert B. Fifer

Cathie B. Fifer
Cathie B. Fifer

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF May, 1983, by Robert B. Fifer and Cathie B. Fifer.



Brenda Smith
Notary Public

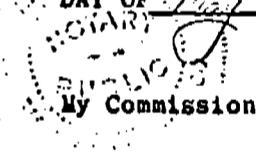
My Commission Expires: 9-4-83

Lot #12

Dale E. Albert
Dale E. Albert

Jacqueline S. Albert
Jacqueline S. Albert

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9th DAY OF May, 1983, by Dale E. Albert & Jacqueline S. Albert.



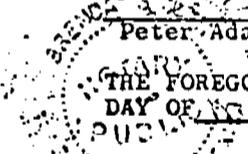
Brenda Smith
Notary Public

My Commission Expires: 9-4-83

Lot #10

Peter Adams, Jr.
Peter Adams, Jr.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF May, 1983, by Peter Adams, Jr..



Brenda Smith
Notary Public

My Commission Expires: 9-4-83

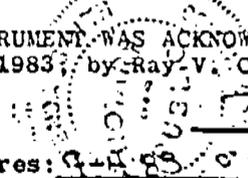
Lot #15

Ray V. Company
Ray V. Company

Norma J. Company
Norma J. Company

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF May, 1983, by Ray V. Company and Norma J. Company.

86279



Brenda Smith
Notary Public

My Commission Expires: 9-4-83

STATE OF NEW MEXICO, County of Albany
the 17th day of May, 1983
Book 531 Page 211-803 in the Records of said county.
By Robert J. Silva Deputy

I hereby certify that this instrument was filed for record on
the 15 day of May, 1983 at 10:30 o'clock A.M. and duly recorded in
Book 531 Page 211-803 in the Records of said county.
By Katie A. Buckley County Clerk